

PART _____

FEDERAL CONTRACT PROVISIONS

FEDERAL CONTRACT PROVISIONS

TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION

- I Bonding and Insurance Requirements
- II Conflict of Interest
- III Retention and Custodial Requirements
- IV Contract Provisions
- V Disclosure Reports

SECTION 2 - EQUAL EMPLOYMENT OPPORTUNITY

- I Title VI of the Civil Rights Act of 1964
- II Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972)
- III Age Discrimination Act of 1975
- IV Section 504 of the Rehabilitation Act of 1973
- V Section 503 of the Rehabilitation Act of 1973
- VI Executive Order 11246 as amended
- VII Equal Opportunity Clause
- VIII Employer Information Report (EEO-1)
- IX Employment and Contracting Opportunities
- X Section 3 - Housing and Urban Development Act of 1968
- XI Section 109- Housing and Urban Development Act of 1974
- XII OFCCP Subcontract Notification
- XIII Affirmative Action Program/Plan
- XIV Title III - Americans with Disabilities Act of 1990
- XV Architectural Barriers Act of 1968
- XVI Certification of Nonsegregated Facilities (Over \$10,000)
- XVII Other Requirements

SECTION 3 - ENVIRONMENTAL REQUIRED LANGUAGE

- I Special Conditions Pertaining to Hazards, Safety Standards, Accident Prevention and Lead-Based Paint Hazards
- II Danger Signals and Safety Devices (Modify as Required)
- III Certification of Compliance with Clean Air and Water Acts

SECTION 4 - LABOR STANDARDS

- I The Davis-Bacon Act (DBA)
- II The Contract Work Hours and Safety Standards Act (CWHSSA)
- III The Copeland Act (Anti-Kickback Act)
- IV The Fair Labor Standards Act (FLSA)
- V Regulatory Provisions
- VI Construction Contract Provisions
- VII The Labor Standards Clauses
- VIII Davis-Bacon Wage Decisions
- IX Responsibility of the Grantee
- X Responsibility of the Principal Contractor

SECTION 4

- LABOR STANDARDS (Continued)

- XI Certified Payroll Reports
- XII Contractor Certification
- XIII Subcontractor Certification
- XIV Verification of Fringe Benefit Plan
- XV Confidentially
- XVI Employee Interviews
- XVII Payment of Restitution
- XVIII Other Requirements

SECTION 5

-

POSTERS

SECTION 6

-

EXHIBITS

SECTION 1

GENERAL INFORMATION

SECTION I

GENERAL INFORMATION

Some of the requirements of this Section 1 - General Information - are the responsibility of the Owner and/or others. The Contractor is only responsible for documents, requirements, etc. actually pertaining to the construction contract.

I. BONDING AND INSURANCE REQUIREMENTS

Grantees receiving a federal Community Development Block Grant from the Department of Commerce which requires contracting for construction or facility improvements shall follow Indiana Code requirements relating to bid guarantees, performance bonds and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts exceeding \$100,000 the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid by the Grantee, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of the contract for 100% of the contract price. A "performance bond" is one executed in connection with a contract to assure fulfillment of all the contractor's obligations under such contract.
3. A payment bond on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. Indiana Code requires that contracts under \$100,000 include payment and bid bonds.

II. CONFLICT OF INTEREST (24 CFR Part 570)

1. Grantees shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer, agent or consultant of the grantee shall participate in the selection of the award or administration of a contract supported by federal funds during his tenure, or for one year thereafter, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - a. The employee, officer or agent;
 - b. Any member of his immediate family;
 - c. His or her partner; or
 - d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

2. The Grantee's officers, employees, agents or consultants shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

3. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Grantee's officers, employees, or agents or by contractors or their agents.

III. RETENTION AND CUSTODIAL REQUIREMENTS (24 CFR Part 85.42)

1. Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five years, with the following qualifications:

a. If any litigation, claim, negotiation, audit or other action is started before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved, or the five-year period, whichever is later.

b. Records for nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.

c. When records are transferred to or maintained by the federal sponsoring agency, the five year retention requirements is not applicable to the grantee.

2. The retention period starts from the date of the submission of the final expenditure report or, for grants that are renewed annually, from the date of the submission of the annual financial status report covering the last expenditure of grant funds for that year.

3. Grantees should be authorized by the federal grantor agency, if they so desire, to substitute microfilm copies in lieu of original records.

4. The federal grantor agency shall request transfer of certain records to its custody from grantees when it determines that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, a federal grantor agency may make arrangements with grantees to retain any records that are continuously needed for joint use.

5. The head of the federal grantor agency and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantees and subgrantees to make audits, examinations, excerpts and transcripts.

6. Unless otherwise required by law, no federal grantor agency shall place restrictions on grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) if the records had belonged to the grantor agency.

IV. CONTRACT PROVISIONS:

In addition to provisions defining a sound and completed procurement contract, any recipient of federal grant funds shall include the following:

1. Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
2. All contracts in excess of \$25,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contract shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
3. Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US EPA Administrator for Enforcement (EN-329).

V. DISCLOSURE REPORTS (HUD Reform Act of 1991)

1. Section 2 of the HUD Reform Act of 1991 requires that if the grantee receives \$200,000 or more in federal funds during a fiscal year (10/1 - 9/30), a disclosure report (Exhibit A) must be completed each time a contract under the CDBG project is executed. A copy of all such Disclosure Reports must be submitted by the Grantee to the Grants Management Office of the Department of Commerce within 10 days after contract execution.

SECTION 2

EQUAL EMPLOYMENT OPPORTUNITY

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I. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color or national origin in any "program or activity receiving federal financial assistance". Discrimination is not defined in the Civil Rights Act or in any of the federal agencies' Title VI regulations. However federal agencies have formulated a list of prohibited acts that provide a definitional framework for discrimination which is not to be considered as all inclusive. Grantees and contractors are prohibited from discriminating on the basis of race, color or national origin by:

- denying a person any service, financial aid or benefit extended under a program;
- providing any service, aid or benefit to a person that is different in kind or manner from that provided to others under the program;
- subjecting a person to segregation or other discriminatory treatment in any manner related to the receipt or non-receipt of the service, aid or benefit;
- restricting a person in any way in enjoying services, facilities or any other advantage, privilege, property, or benefit provided to others under the program;
- treating a person differently from others in determining whether he or she satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition that people must meet to receive any service, aid or benefit;
- denying or affording a person an opportunity to participate in a program (including the opportunity to participate as a grantee, subgrantee or contractor) in a way that is different from that afforded others in the program; or
- denying a person the opportunity to participate as a member of a planning or advisory body that is an integral part of the program.

II. TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 (as amended by the Equal Employment Opportunity Act of 1972)

Title VII prohibits discrimination in hiring, promotion, and other employment policies on the basis of sex.

III. AGE DISCRIMINATION ACT OF 1975

The Age Discrimination Act generally prohibits the exclusion of any person on the basis of age from participating in any program or activity receiving federal financial assistance. It further provides that no person shall be denied the benefits of or be subjected to discrimination under any such program or activity on the basis of age.

IV. SECTION 504 OF THE REHABILITATION ACT OF 1973

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination on the basis of disability in all federally assisted programs and activities. It mandates that all recipients of federal financial assistance review and, if necessary, modify their programs and activities so that discrimination based on disability is eliminated. Section

504 requires recipients of federal funds to analyze and make any needed changes in three general areas of operation: programs and activities, facilities, and employment. Programs and activities operated by a federal grantee must be evaluated to determine whether disabled people are afforded accessibility to them. Facilities must be evaluated to determine the degree to which physical obstacles prohibit full participation by disabled people, and if so, what modifications are needed to achieve accessibility. When new structures are built or existing ones are altered or renovated, they must conform with technical standards for physical accessibility. Further, all employment principles, policies, practices, and procedures must be evaluated to make certain that discrimination based on disability does not exist in the grantee's employment function. In addition, accommodations must be made to the known physical and mental limitations of otherwise qualified disabled people in, or those seeking entrance to, the grantee's work force.

V. SECTION 503 OF THE REHABILITATION ACT OF 1973

Section 503 of the Rehabilitation Act of 1973, as amended, requires federal contractors and subcontractors to take affirmative action to employ and advance in employment qualified disabled people. Under Section 503, the following clause must appear in all federal contracts and subcontracts of \$10,000 or more:

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- c. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFI 60-741.4.4).

In addition to these contract provisions, an affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

VI. EXECUTIVE ORDER 11246 AS AMENDED

The purpose of Executive Order 11246 is for the promotion and insuring of equal opportunity for all persons, without regard to race, color, religion, sex, or national origin, employed or seeking employment with Government contractors or with contractors performing under federally assisted construction contracts.

VII. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of 9/24/65, and the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of 9/24/65, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 9/25/65, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of 9/24/65, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of 9/24/65, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Civil Rights Officer will receive two EEO posters which summarizes the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability. It will be the responsibility of the Civil Rights Officer to insure that the recipient, contractor and subcontractor, each display these posters in a conspicuous location in the workplace where notices to applicants and employees are customarily posted. It will be the responsibility of the Civil Rights Officer to insure that solicitations or advertisements state expressly that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

VIII. EMPLOYER INFORMATION REPORT (EEO-1)

All contractors and subcontractors awarded a federal contract or subcontract in excess of \$50,000 and having more than 50 employees, must submit an annual EEO-1 report. In order to obtain an EEO-1 application, all applicable contractors and subcontractors should complete the "Request for EEO-1 Report", (Exhibit B) and forward to the following address:

**Joint Reporting Committee
P.O. Box 779
Norfolk, VA 23501**

Phone: (804) 461-1213

Each contractor who has 50 or more employees and has a contract of \$50,000 or more are required to develop a written affirmative action compliance program for each of its establishments. Each contractor shall require each subcontractor who has 50 or more employees and has a subcontract of \$50,000 or more to do the same. It will be the responsibility of the Civil Rights Officer to insure the Department of Commerce receives a copy of the written affirmative action compliance.

IX. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

Grant recipients shall comply with Executive Order 11246, as amended, by contracting with small and minority firms, women's business enterprise and labor surplus area firms. The grant recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Recipients of CDBG funds shall be required to maintain documentation supporting their "*best efforts*" to achieve the Department's goal of 5% minority and 3% womens participation on each CDBG funded project. The Department defines for this program a minority or women owned business enterprise (MBE/WBE) that has been established for one year and is 51 percent owned, operated and controlled by minorities or women. Corporations or partnerships formed merely to qualify as an MBE or WBE for purposes of this program will not be considered as such. The Department only recognizes minority or women owned firms for this program who are either certified or registered with the Indiana Department of Administration's Division of Minority Business. In order to document that recipients have made their "*best efforts*" to achieve the goal, the following steps shall include:

The solicitation or advertisement should include language notifying potential bidders of the Department's minority and women business enterprise participation goals on the project. The Civil Rights Officer will submit a copy of the solicitation or advertisement to the Department of Commerce's Civil Rights Officer.

Contact the Department's Civil Rights Officer for a referral list of firms in the categories of work needed for the project, including, but not limited to, professional services, supplies and construction services.

Contact at least two (2) MBE/WBE firms from the referral list, notifying them of the impending bidding opportunities and how to participate.

X. SECTION 3 - HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The purpose of Section 3 of the HUD Act of 1968 requires that recipients of HUD funds (and their contractors and subcontractors) provide jobs and other economic opportunities to low-income persons. Section 3 helps create employment for low-income persons and provides contracting opportunities for businesses that are owned by low-income people or that provide employment to low-income people. Employment opportunities available under Section 3 include accounting, purchasing, word processing, appliance repair, carpet installation, landscaping, manufacturing, carpentry and catering.

Recipients of CDBG funds will be required to track their project work force performance, and project area business utilization for contractors and subcontractors

relative to the hiring and training of low and moderate income persons and the use of local businesses. The CDBG project service area for Section 3 compliance will be the nonmetropolitan county. If a recipient receives \$200,000 of assistance for housing and community development or for rehab or new construction or other public construction, Section 3 compliance applies to the whole project. If contractors and subcontractors receive contracts of \$100,000 they will be required to apply Section 3 to the "*greatest extent feasible*". It will be the responsibility of the designated Civil Rights Officer to make sure the recipient completes and forwards to the Department of Commerce the "Section 3: Economic Opportunities for Low and Very Low Income Persons" form (Exhibit C) prior to project completion. Contractors and subcontractors are encouraged to train and employ low-income residents of the service area where Section 3 assistance will be expended to the "*greatest extent feasible*."

Recipients of Federal assistance are encouraged to give employment and training preference to low-income residents of the service area covered by Section 3. Recipients are encouraged to utilize area businesses in the service area where Section 3 assistance will be expended. A Section 3 business means a business that is 51 percent or more owned by Section 3 residents. If a recipient awards a contract for the purchase of supplies and materials to a business within the Section 3 service area, this does not constitute a Section 3 contract. In the event the contract for materials includes the installation of the materials, such as the purchase and installation of a furnace, this would be a Section 3 covered contract. It will be the responsibility of the designated Civil Rights Officer for the project to assure all Section 3 covered contracts shall include the following Section 3 clause:

Addendum to Contract dated _____, between _____, and _____ (Contractor), (collectively, "The Parties").

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each;

and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed, and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covering housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

XI. SECTION 109 - HOUSING AND URBAN DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

XII. OFCCP SUBCONTRACT NOTIFICATION

41-CFR Part 60-4 provides that if the contractor enters into a contract over \$10,000 with a subcontractor, each subcontractor will be required to complete the "OFCCP Subcontractor Notification" (Exhibit D) and forward it to:

**U.S. Department of Labor
Office of Federal Contract Compliance Programs
429 North Pennsylvania Street
Suite 308
Indianapolis, Indiana 46204**

(317) 226-5860

The contractor is responsible for ensuring that this form is properly completed and forwarded to the above address. A copy of this report should be forwarded to the Grantee's Civil Rights Officer and kept in the project file.

XIII. AFFIRMATIVE ACTION PROGRAM/PLAN

All contractors or subcontractors awarded a federal contract or subcontract in excess of \$50,000 and having more than 50 employees, must have an Affirmative Action Plan established in writing and on file in its place of business. Failure to have an Affirmative Action Program may result in sanctions established under Section 209 (a) of Executive Order 11246. Said Affirmative Action Plan shall include the contractor's or subcontractor's table of job classifications, the number of minorities and women in said classifications, and an analysis of minority representation and hiring practices. A copy of said plan shall be forwarded to the Indiana Department of Commerce, Grants Management Office.

The State of Indiana has established a 5% minority and 3% womens' goal of the grant's dollar amount which should be subcontracted out to construction firms owned by minorities or women, or by firms serving in the capacity of a supplier, material provider, consultant, architect or engineer. In order to ensure that the contractor and grantee have made a good faith effort to reach these goals, they are required to provide the Grantee's Civil Rights Officer documentation of their efforts to meet the goals prior to the start of construction.

XIV. TITLE III - AMERICANS WITH DISABILITIES ACT OF 1990

Title III prohibits discrimination based on "disability" by private entities and places of public accommodation; requires that all new places of public accommodation and commercial facilities be designed and constructed so as to be readily accessible to and usable by persons with disabilities; and requires that examinations or courses related to licensing or certification for professional trade purposes be accessible to persons with disabilities.

XV. ARCHITECTURAL BARRIERS ACT OF 1968

The purpose of this act is to assure all new federally constructed, leased or financed buildings and facilities, as well as buildings assigned for public use, must be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities. The Architectural Barriers Act relates only to physical access of certain covered buildings — housing and other buildings, and in terms of HUD, the ABA covers HUD's public housing program and the CDBG program as of December 1989.

IDOC requires a recipient of CDBG funds to certify the project meets the minimum requirements of the Act for accessibility, and the facility is usable. Regardless of the type of CDBG project undertaken by a recipient, they will be required to complete the "Certification of Accessibility" and submit a copy to the Department's Civil Rights Officer prior to the start of project construction. This form is not applicable to the contractor.

XVI. CERTIFICATION OF NONSEGREGATED FACILITIES (Over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

XVII. OTHER REQUIREMENTS

The contractor must display the Civil Rights posters on the project in a location accessible to all employees, regardless of the type of construction project. The Fair Housing posters must be displayed on the project site if the project is a housing project.

SECTION 3

ENVIRONMENTAL REQUIRED LANGUAGE

SECTION 3

ENVIRONMENTAL REQUIRED LANGUAGE

I. Special Conditions Pertaining to Hazards, Safety Standards, Accident Prevention and Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures funded in part using federal HUD-CDBG assistance from the Indiana Department of Commerce.)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and subcontractors shall comply with the provisions for the elimination of Lead-Based paint hazards under subpart B of said regulations. Section 35.14(a) requires, "No office of the department shall use or permit the use of lead-based paint on applicable surfaces of HUD-associated housing."

II. Danger Signals and Safety Devices (Modify as Required)

The contractor shall take all necessary precautions to guard against damages to property and injury to persons. He shall erect and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the contractor fails or neglects to take such precautions, the owner may have such lights and barricades installed and charge the cost of this work to the contractor. Such action by the owner does not relieve the contractor of any liability incurred under these specifications or contract.

III. Certification of Compliance With Clean Air and Water Acts

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000.)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 43 USC 1857 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all non-exempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non-exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

B. Agreement by the contractor to comply with all the requirements of Section 114 of the Federal Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 108, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in A through D of this section in every non-exempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(Contractor's Name)

By _____

(Title)

Date _____

_____, hereby certifies that it will comply with the foregoing provision of the Federal Clean Air Act and Water Pollution Control Act, as amended, and related regulations promulgated by U.S. Environmental Protection Agency.

SECTION 4

LABOR STANDARDS

SECTION 4

LABOR STANDARDS

A contractor who enters into a construction contract that is funded in whole or in part with federal funds is required to comply with federal labor standards regulations as follows:

I. THE DAVIS-BACON ACT (DBA)

The Davis-Bacon Act requires the payment of prevailing wage rates, which are determined by the United States Department of Labor, to all laborers and mechanics on Federal *construction projects* in excess of \$2,000 **except** on contracts for rehabilitation or new construction of a residential property that contains less than eight units.

Construction includes construction, alteration and/or repair, including painting and decorating, of public buildings or public works.

A *project* means one or more buildings containing similarly constructed units, the site(s) on which the building or buildings is located and any functionally related facilities. Multiple buildings will constitute a project only if they are bound together as a result of proximate location, common ownership, and common financing.

II. THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CWHSSA)

CWHSSA requires time and one-half pay for overtime hours, (over 40 hours in any workweek), worked on the covered project. CWHSSA violations carry a liquidated damages penalty (\$10 per day per violation). Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor. While the CWHSSA does not apply to contracts of \$100,000 or less, overtime pay is still applicable under the Fair Labor Standards Act (FLSA).

III. THE COPELAND ACT (ANTI-KICKBACK ACT)

The Copeland Act makes it a crime for anyone to require any laborer or mechanic employed on a Federal or Federally-assisted project to kickback any part of their wages. The Copeland Act also requires every employer, contractors and subcontractors, to submit weekly certified payroll reports.

IV. THE FAIR LABOR STANDARDS ACT (FLSA)

The FLSA contains Federal minimum wage rates and overtime requirements. These requirements generally apply to any labor performed and may be pre-empted by other Federal standards such as the DBA prevailing wage requirements and CWHSSA overtime provisions. Only the Department of Labor (DOL) has the authority to enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

V. REGULATORY PROVISIONS

The U.S. Department of Labor (DOL) has published rules and regulations corresponding to the Davis-Bacon Act, CWHSSA and Copeland Act administration and

enforcement in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7.

U.S. DOL Regulations are available on-line on the World Wide Web at: <http://www.dol.gov/dol/esa/public/regs/cfr/whdcfr.htm>.

VI. CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Federal Labor Standards requirements must contain contract provisions containing labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

VII. THE LABOR STANDARDS CLAUSES

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal Labor Standards applicable to the project. HUD has standard forms that contain contract clauses. The HUD-4010, Federal Labor Standards Provisions (Exhibit E) is used for CDBG projects.

VIII. DAVIS-BACON WAGE DECISIONS

The Davis-Bacon wage decision (Exhibit F) is a listing of various construction work classifications such as Carpenter, Plumber and Electrician, for example, and the minimum wage rates (plus fringe benefits) that people performing work in those classifications must be paid.

IX. RESPONSIBILITY OF THE GRANTEE

The Grantee's Labor Standards Officer is responsible for the proper administration and enforcement of the Federal Labor Standards Provisions on contracts covered by Davis-Bacon requirements. This includes providing labor standards preconstruction advice, ensuring that the proper wage decision and contract clauses are incorporated into the construction contract, monitoring labor standards compliance by conducting interviews with construction workers at the job site and reviewing weekly certified payroll reports. The Grant Administrator's Labor Standards Officer also oversees any enforcement actions that may be required.

X. RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the **prime** or **general** contractor) is responsible for full compliance of **ALL** employers (the contractor, subcontractors and any lower-tier subcontractors) with the Labor Standards Provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, questions to, or from, or about subcontractors should always be channeled through the prime contractor.

The principal contractor is responsible for posting a copy of the wage decision, posters titled "Notice to All Employees", "IOSHA Safety and Health Protection on the Job" and

"Employee Polygraph Protection Act" at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and posters won't be destroyed by wind or rain, etc. These posters may be obtained from the Labor Standards Officer.

No contractor or subcontractor may employ workers under the age of 16 years on this project.

XI. CERTIFIED PAYROLL REPORTS

Certified weekly payroll reports, WH-347, (Exhibit G) shall be submitted weekly by each contractor and subcontractor to demonstrate compliance with the labor standards requirements. The principal contractor is responsible for full compliance with regard to its own workforce *and* with regard to the compliance of every subcontractor. For this reason, all certified payroll reports and any related records are submitted to the Labor Standards Officer *through* the principal contractor.

Each weekly payroll shall be accompanied by a "Statement of Compliance", WH-348 (Exhibit H) which shall be executed by the original signature of the principal executive of the contractor or subcontractor, or of a person authorized in writing by the principal executive. The falsification of either of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 Title 18 and Section 231 of Title 31 of the United States Code.

Failure by any employer to submit the required records or to make them available, or to permit on-site employee interviews may, after written notice to the contractor, cause a suspension of any further payment, advance or guarantee of funds. In addition, failure to submit the records on request or to make them available may be grounds for debarment action pursuant to 29 CFR 5.12.

XII. CONTRACTOR CERTIFICATION

The General Contractor shall complete and forward the completed "Contractor's Certification" form (Exhibit I), signed by an authorized representative of the contractor, to the Grantee's Labor Standards Officer, **before any work is performed on the project.**

XIII. SUBCONTRACTOR CERTIFICATION

All subcontractors shall complete and forward the completed "Subcontractor's Certification" form (Exhibit J), signed by an authorized representative of the contractor to the Grantee's Labor Standards Officer, **before any work is performed on the project.** It is the responsibility of the General Contractor to ensure compliance by all subcontractors, including second and third tier subcontractors, with this requirement.

XIV. VERIFICATION OF FRINGE BENEFIT PLAN

The Grantee's Labor Standards Officer shall require the General Contractor and all subcontractors to provide verification of fringe benefit packages **before any work is performed on the project.**

XV. CONFIDENTIALITY

The identity of any person providing information concerning the labor standards compliance of any contractor or subcontractor shall not be disclosed in any manner to anyone other than authorized local or federal officials *unless* written consent is provided in advance by such person. Additionally, any portions of a statement or written document provided by such person which would reveal the identity of the source shall not be disclosed without prior written consent. Disclosure of such statements and documents shall be governed by the provisions of the Freedom of Information Act and the Privacy Act of 1974.

XVI. EMPLOYEE INTERVIEWS

The General Contractor and all subcontractors shall cooperate with Grantee's Labor Standards Officer and/or project inspector who is responsible for conducting on-site interviews with laborers and mechanics, and recording the information gathered on form HUD-11, "Record of Employee Interview", (Exhibit K). On-site interviews shall be conducted to gather information from workers in various trades and from workers employed by different contractors and subcontractors.

- a. The number of on-site interviews shall be sufficient to establish the degree of compliance and to assist in identifying the nature and extent of any violations.
- b. Each employee interviewed shall be informed that the information given during the interview is confidential and that his/her identity will only be disclosed with the prior written consent of the employee.
- c. All employees working on the site of the project shall be made available during working hours for interview by authorized representatives. The interview shall be conducted on the premises at a place and for a duration that shall permit privacy for the employee and cause the least amount of disruption to the on-going work.

XVII. PAYMENT OF RESTITUTION

Where underpayments of wages have occurred, the employer shall be required to make restitution to the effected workers promptly and in the full amounts due, less permissible and authorized deductions.

The Labor Standards Officer shall promptly notify the principal contractor in writing of any underpayments disclosed in certified payroll report reviews. The notice shall describe the underpayments, instruct the contractor to compute the amounts of restitution due and to pay the additional wages directly to the employees, and provide instructions for documenting the restitution paid. The principal contractor shall be permitted 30 days in which to correct the underpayments. Note that the principal contractor is responsible for ensuring that restitution is paid. A subcontractor shall make the computations and restitution payments and furnish the required documentation through the principal contractor.

The contractor shall be required to report the restitution on a correction CPR which will reflect the period of time for which restitution is due (e.g. Payrolls #1 through #6 or a beginning date and ending date). The correction CPR shall list each employee to whom restitution is due and their work classification, the total number of work hours

involved, the adjustment wage rate, the gross amount of restitution due, deductions and the net amount to be paid. A properly executed Statement of Compliance shall accompany the correction CPR.

Each employee who has received restitution shall sign the correction CPR as evidence of their receipt of the payment.

The Labor Standards Officer shall review the calculations of amounts of restitution due to ensure that full restitution was made. If any discrepancies are noted, the contractor shall be notified in writing and be required to make additional payments, evidenced on a supplemental correction CPR, within 30 days.

The amount of wages due to any employee who is entitled to restitution and is not paid shall be placed in an escrow account for unfound workers at the completion of the project.

If violations are not corrected within 30 days after notification to the principal contractor, the Labor Standards Officer may cause withholding from payments due to the contractor of any amount necessary to ensure the payment of restitution and, if applicable, to cover any liquidated damages computed for overtime violations pursuant to the CWHSSA. Only the amounts necessary to meet the contractor's liability shall be withheld.

XVIII. OTHER REQUIREMENTS

Section 2 of the HUD Reform Act of 1991 requires that all contractors and subcontractors awarded a contract in excess of \$50,000 or 10% of the grant amount, whichever is less, shall file a disclosure report. The Contractor shall complete Part IV of the Disclosure Report (Exhibit A) and forward this Part IV to the Owner and Grants Administrator within 30 days of contract or subcontract award.

SECTION 5

POSTERS AND MISCELLANEOUS DOCUMENTS

SECTION 5

POSTERS

All posters to be displayed at the construction site will be distributed at the Pre-Construction Conference. Reduced copies of these posters are as follows:

1. IOSHA
2. Employee Polygraph Protection Act
3. Notice To All Employees
4. EEO - The Law
5. Federal Wage Determination (Not Included)
6. Fair Housing Is The Law in Indiana

SECTION 6

EXHIBITS

SECTION 6

EXHIBITS

TABLE OF CONTENTS

Exhibit	A	-	CDBG Disclosure Report
	B	-	Request for EEO-1 Report with "Sample"
Form			
	C	-	Section 3: Economic Opportunities for Low and Very Low Income Persons
	D	-	OFCCP Subcontract Notification
	E	-	Federal Labor Standards Provisions
	F	-	Wage Determination
	G	-	Payroll Report (WH-347), Including Instructions and Sample
	H	-	Statement of Compliance
	I	-	Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
	J	-	Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
	K	-	Record of Employee Interview Labor Standards

EXHIBIT A

CDBG DISCLOSURE REPORT

PART I - APPLICANT/GRANTEE INFORMATION

1. Applicant/grantee name, address and phone number
2. Indicate whether this is
Grant Number (Updated only): _____
Federal employer identification number: _____
3. Project Assisted/to be Assisted.
 - a. Fiscal year:
 - b. Entitlement grant(s) **Error! Filename not specified.**

Competitive grant **Error! Filename not specified.**
 - c. Amount requested/received:..... _____
 - d. Program income to be used with c. above: _____
 - e. Total of c. and d.: _____

PART II - THRESHOLD DETERMINATIONS

1. Is the amount listed in 3.e. (above) more than \$200,000?

Error! Filename not specified.

Yes **Error! Filename not specified.**

No
2. Have you received or applied for other HUD assistance (through programs listed in Appendix B of the instructions) which when added to 3.e. (above) amounts to more than \$200,000?

Yes

No

Error! Filename not specified.

If the answer to either 1. or 2. of this part is "yes", then you must complete the remainder of this report.

If the answer to both 1. and 2. of this part is "no", then you are not required to complete the remainder of this report, but must sign the following certification.

I hereby certify that this information is true.

(Chief Elected Official)

(Date)

PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR

1. Provide the requested information for any other Federal, State and/or local governmental assistance, on hand or applied for, that will be used in conjunction with the CDBG grant. (See Appendix B of the instructions)

Name and Address of Agency Providing or to Provide Assistance	Program	Type of Assistance	Amount Requested or Provided

PART IV - INTERESTED PARTIES

Alphabetical List of All Persons with a Reportable Financial Interest in the Project	Social Security No. or Employer ID No.	Type of Participation in Project	Financial Interest in Project \$ and %

PART V - EXPECTED SOURCES AND USES OF FUNDS

This Part requires that you identify the sources and uses of all assistance that have been or may be used in the project.

Source	Use

PART VI - CERTIFICATION

I hereby certify that the information provided in this disclosure is true and correct and I am aware that any false information or lack of information knowingly made or omitted may subject me to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, I am aware that if I knowingly and materially violate any required disclosure of information, including intentional non-disclosure, I am subject to a civil money penalty not to exceed \$10,000 for each violation.

(Chief Elected Official)

(Date)

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE REPORT

APPENDIX A

All applicants for CDBG grants after March 16, 1992, must complete and submit with their applications, Parts I and II of the Disclosure Report. At the completion of Part II of the report, some applicants will find that they must complete Parts III, IV, V, VI of the report.

Part I requires the applicant's name, address, phone and Federal Employer Identification number; indication as to whether this is an initial report or an update (all applicants will check the initial report box); the fiscal year CDBG funds subject to the disclosure; a check as to whether the disclosure is related to an entitlement or competitive application; the amount of CDBG funds being requested; the amount of any CDBG program income that will be used with the CDBG grant; and, the total amount (grant and program income).

Part II asks two questions. If the answer to both questions is "no", the applicant must provide the certification at the end of Part II, but is not required to complete the remainder of the report. If the answer to either question is "yes", then the applicant must complete the remainder of the report.

Part III requires information on any other Federal, State and/or local assistance that is to be used in conjunction with the CDBG project.

Part IV requires the identification of interested parties. Interested parties are persons and entities with a reportable financial interest in the project. If an entity is being disclosed, the disclosure in Part IV must include an identification of each officer, director, principal stockholder or other official of the entity. All consultants, developers or contractors involved in the application for CDBG assistance, or in the planning, development or implementation of the project, must be identified as an interested party. Also, any other person or entity that has a pecuniary interest in the project that exceeds \$50,000 or 10 percent of the CDBG assistance, whichever is lower, must be listed as an interested party. Pecuniary interest means any financial involvement in the project, including (but not limited to) situations in which a person or entity has an equity interest in the project, shares in any profit or receives compensation for any goods or services provided in conjunction with the project. (The following are not considered interested parties: local CDBG administrative staff, recipients of housing rehab assistance, and rehab contractors as long as the rehab agreement is between the property owner and the contractor.)

It is realized that at the time of application, applicants may not be aware of all interested parties since contracts and agreements for goods and services are not generally awarded until after notice of grant award. Subsequent to grant award, as projects are being implemented, funds will be committed to interested parties which will necessitate the submission of an updated Disclosure Report. However, if an applicant for CDBG funds identifies, under Part III of the Disclosure Report, other governmental assistance that is to be used in conjunction with projects funded with CDBG funds and, if these other funds have been committed to interested parties, then these interested parties must be identified in Part IV of the initial report.

Part V requires applicants to identify the sources and uses of all funds to be used in conjunction with the CDBG funded project. The sources and uses must include all the other assistance identified in Part III as well as the CDBG funds identified in Part I, items 3c and 3d.

Part VI requires the certification of the Chief Elected Official.

EXHIBIT B

Date:_____

Joint Reporting Committee
P. O. Box 779
Norfolk, VA 23501

RE: REQUEST FOR EEO-1 REPORT

Dear Sir or Madam:

The company listed below has recently been awarded a federal contract or subcontract in excess of \$50,000.00 funded in whole or in part with Community Development Block Grant Funds through the Small Cities Program administered by the Indiana Department of Commerce. The company employs more than fifty (50) employees.

Please forward an EEO-1 Standard Form 100 and instructions to the following address:

Company Name:_____

Address:_____

City, State, Zip:_____

Attention:_____

Thank you for your assistance in this matter.

Committee
• Equal Employment
Opportunity Commission
• Office of Federal
Contract Compliance
Programs (Labor)

EMPLOYER INFORMATION REPORT EEO-1 (Rev. 4-92)
O.M.B. No. 3046-0007
EXPIRES 12/31/93
Obtain copy from: 100-213
Joint Reporting Committee
P. O. Box 779

ATTENTION!!!! Norfolk, VA 23501 Phone: 804/461-1213

IF A COMPANY HAS BEEN AWARDED A CONTRACT OR SUBCONTRACT IN EXCESS OF \$50,000 AND HAS MORE THAN FIFTY (50) EMPLOYEES, THIS FORM MUST BE FILED ANNUALLY WITH THE JOINT REPORTING COMMITTEE. IF YOUR COMPANY HAS NOT ALREADY DONE SO, IT MUST SUBMIT AN EEO-1 REPORT. IN ORDER TO OBTAIN YOUR BLANK EEO-1 REPORT, COMPLETE THE ATTACHED "REQUEST FOR EEO-1 REPORT" AND FORWARD IT TO:

Joint Reporting Committee
P. O. Box 779
Norfolk, VA 23501

Section A — TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

Multi-establishment Employer:

- (1) Single-establishment Employer Report
(2) **Error! Filename not specified.** Consolidated Report
(Required)
(3) **Error! Filename not specified.** Headquarters Unit

Report (Required)

- (4) **Error! Filename not specified.** Individual

Establishment Report (submit one for each

- establishment with 50 or more employees)
(5) Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) _____

Section B — COMPANY IDENTIFICATION (To be answered by all employers)						OFFICE USE ONLY
1. Parent Company						
a. Name of parent company (owns or controls establishment in item 2) omit if same as label						a.
Address (Number and Street)						b.
City or town	State	Zip Code				c.
2. Establishment for which this report is filed. (Omit if same as label)						
a. Name of establishment						d.
Address (Number and street)	City or Town	County	State	Zip Code		e.
b. Employer Identification Number (IRS 9-DIGIT TAX NUMBER)						f.
c. Was an EEO-1 report filed for this establishment last year?						Error! Filename not specified. Yes
Error! Filename not specified. No						

Section C — EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

Error! Filename not specified. Yes	Error! Filename not specified. No	1.	Does
the entire company have at least 100 employees in the payroll period for which you are recording?			
Error! Filename not specified. Yes	Error! Filename not specified. No	2.	Is
your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?			
Error! Filename not specified. Yes	Error! Filename not specified. No	3.	Does
the company or any of its establishments (a) have 50 or more employees <u>AND</u> (b) is not exempt as provided by 41 CFR 60-1.5.			
<u>AND</u> either (1) is a prime government contractor or first-tier subcontractor, and had a contract, subcontractor or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or in a financial institution which is an issuing and paying agent for U.S. Savings Bond and Savings Notes?			

If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one): **Error! Filename not specified.****Error! Filename not specified.****Error! Filename not specified.****Error! Filename not specified.**
Error! Filename not specified.**Error! Filename not specified.****Error! Filename not specified.****Error! Filename not specified.**

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

NSM 75-50-00-160-6384

Section D - EMPLOYMENT DATA

Employment at this establishment — Report all permanent full-time and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

JOB CATEGORIES	NUMBER OF EMPLOYEES										
	OVERALL TOTALS (SUM OF COL. B THRU K) A	MALE					FEMALE				
		WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) G	BLACK (NOT OF HISPANIC ORIGIN) H	HISPANIC I	ASIAN OR PACIFIC ISLANDER J	AMERICAN INDIAN OR ALASKAN NATIVE K
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical 5											
Craft Workers (Skilled) 6											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers 9											
TOTAL 10											
Total employment reported in previous EEO-1 report 11											

NOTE: Omit questions 1 and 2 on the Consolidated Report.

1. Date(s) of payroll period used: 2. Does this establishment employ apprentices?
1 Error! Filename not specified. Yes
- 2 Error! Filename not specified. No

Section E — ESTABLISHMENT INFORMATION (Omit on the Consolidated Report)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel cast- ings, retail grocer, wholesale plumbing supplies, title insurance, etc. include the specific type of produce or type of service provided, as well as the principal business or industrial activity.	OFFICE USE ONLY
	g.

Section F — REMARKS

Use this item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units and other pertinent information.

Section G — CERTIFICATION (See Instructions G)

- Check Error! Filename not specified. All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
- One Error! Filename not specified. This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official		Title		Signature		Date	
Name of person to contact regarding this report (Type or print)				Address (Number and Street)			
Title		City and State		Zip Code		Telephone Number (including Area Code)	
						Extension	

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII.
WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW. U.S. CODE, TITLE 18, SECTION 1001.

INDIANA DEPARTMENT OF COMMERCE Section 3: Economic Opportunities for Low and Very Low Income Persons

Grantee: _____ #: _____ Contractor: _____
 Contract Amount: \$ _____

1. Is your CDBG award greater than \$200,000?

Error! Filename not specified. Yes. Section 3 applies to this project.
 Go to question #2.

Error! Filename not specified. No. Go to question #2.

2. Do you have any additional open CDBG awards that when aggregated with this award exceeds \$200,000?

Error! Filename not specified. Yes. Section 3 applies to each open project.

Go to question #3.

Error! Filename not specified. No. Section 3 does not apply to these projects.

(You do not need to complete the remainder of this form.)

3. Does the project involve any contracts that exceed \$100,000?

Error! Filename not specified. Yes. Section 3 applies to the grantee, its subrecipient (if applicable), and contractors with contracts exceeding \$100,000.

Error! Filename not specified. No. Section 3 applies to the grantee and its subrecipient (if applicable).

4. Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low and very low income persons, particularly those who are recipients of government assistance for housing (check all that apply).

Error! Filename not specified. Attempted to recruit low-income residents through media, signs prominently displayed at the project site, contracts with community organizations and public or private agencies operating within the metropolitan area or nonmetropolitan county in which the Section 3 covered program or project is located or similar methods.

Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

Error! Filename not specified. Participated in a HUD program or other program award of contracts to business concerns which meet the definition of Section 3 business concerns.

Error! Filename not specified. Coordinated with Youthbuild Programs administered in metropolitan area in which the Section 3 covered project is located.

Error! Filename not specified. Other.

Describe: _____

The data reported to IDOC on this form must be a compilation of information from the grantee and each contractor and subcontractor working on the CDBG project (including a subrecipient or grant administrator, if applicable).

<u>Job Category</u>	<u>Staff</u>		<u>Staff Hours</u>		<u>New Hires/Trainees</u> (Hired to work on this project) Total # of new hires/trainees
	Total # of Employees	Total # of employees that are Section 3*	# of hrs. worked on this job by all employees	# of hrs. worked on this job by new hires that are Section 3* employees	
Professionals	_____	_____	_____	_____	_____
Technicians	_____	_____	_____	_____	_____
Office/Clerical	_____	_____	_____	_____	_____
Construction by Trade: (List)	_____	_____	_____	_____	_____
Trade: _____	_____	_____	_____	_____	_____
Trade: _____	_____	_____	_____	_____	_____
Trade: _____	_____	_____	_____	_____	_____
Trade: _____	_____	_____	_____	_____	_____
Other: _____	_____	_____	_____	_____	_____

*Section 3 is defined as any person residing within the project county with a gross household income less than 80% of the area median income (adjusted for household size) as established by HUD.

SUBMIT THIS FORM TO IDOC WITHIN 30 DAYS OF PROJECT COMPLETION.

EXHIBIT D

OFCCP Subcontract Notification

Within 10 days of the award of a subcontract over \$10,000, the prime contractor should send this form to:

**U.S. Department of Labor
Office of Federal Contract Compliance Program
429 North Pennsylvania Street
Suite 308
Indianapolis, IN 46204**

A separate notification must be filed for each subcontract over \$10,000.

**Federal Agency: Department of Housing and Urban Development
Grant Program: Community Development Block Grant**

1. Contracting Agency: _____
2. Prime Contractor's Name: _____
Address: _____
Telephone Number: _____
3. Subcontractor's Name: _____
Address: _____
Telephone Number: _____
4. Employer ID Number: _____
5. Amount of Subcontract: _____
6. Estimated Start Date: _____
Estimated Completion Date: _____
7. Subcontract Number: _____
8. City/County of Work Site: _____
9. Crafts that will be working on the project: _____

10. Scope of Subcontract: _____
11. Date of Subcontract Award: _____

Date

Signature

**Federal Labor Standards Provisions****U.S. Department of Housing
and Urban Development****Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1.(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractors and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the review of all interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as

may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3.(i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain

such records which show that the commitment to provide such benefit is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). The information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed classification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as

may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4.(i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe

benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of the Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10.(i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions:", provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration. . . makes, utters or publishes any statement, knowing the same to be false. . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings or testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contractor Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (10) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT F

THE WAGE DECISION MUST BE OBTAINED FROM THE DOC LABOR STANDARDS OFFICER PRIOR TO RELEASE OF FUNDS. THE WAGE DECISION MUST BE INSERTED IN THE BID SPECS AS EXHIBIT F.

PAYROLL

Expires: 06-30-88

OR **Error! Filename not specified.** OR SUBCONTRACTOR specified.

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

[illegible]

_____, _____

FORMERLY SOL 184 — PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS

Name of signatory party) (Title)

Supervise the payment of the persons employed by _____
_____ on the _____
(subcontractor) (Building or Work)
_____; that during the payroll period commencing on the _____ day of _____, 19____ and ending the
____, 19____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be r
alf of said

_____ from the full
(contractor or subcontractor)

by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than perr
, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 7
below:

alls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or
an the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for eac
he performed.

entices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship age
ship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau
s Department of Labor.

FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

not specified. — In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above reference
s as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c)

GE BENEFITS ARE PAID IN CASH

pecified. — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount of
ble basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

✓ (CRAFT)	EXPLANATION

	SIGNATURE

CATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE
3CONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE
.E 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES

FORMERLY SOL 184 — PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS

**Step-by-Step Instructions for Completing
CERTIFIED PAYROLL REPORTS
(WH-347 and WH-348)**

1. Check box whether "Contractor" or "Subcontractor".
2. Enter full business name of Contractor or Subcontractor.
3. Enter address of Contractor or Subcontractor.
4. Enter Certified Payroll Number. (Begin with "#1, Initial", and number sequentially until "#??, Final").
5. Enter ending date of pay week.
(Note: This is NOT "Check Date")
6. Enter Project Title.
7. Enter Grant or Job Number.
8. Enter first letter of first day of pay week. (Note: S=Sunday, M=Monday, etc.)
Under letter, enter corresponding date. (21, 22, 23, etc.)
9. Enter Name, Address and Social Security Number of Employee.
10. Enter Marital Status of Employee and Number of Dependents Claims.
11. Enter Work Classification of Employee.

Note: An employee may work in different classifications during the same week, or even the same day. When an employee works in more than one classification, use a separate line for each class, but gross amount entered, deductions, and net wages may be lumped together. See Examples "A" & "B" on WH-347

Note: If employee is an "Apprentice", the first payroll on which the apprentice appears must be accompanied by a copy of that apprentice's registration in an approved apprenticeship program recognized by the U.S. Department of Labor, Bureau of Apprenticeship and Training. Also submit a copy of the percentages applicable to the apprentice employee, usually tied to the amount of time spent in the program. For example, 0-6 Months @ 65%; 6 Months-1 Year @ 70%, etc. The percentage is applied to the journeyman's wage rate on the applicable wage decision for that craft. See Example "C" on WH-347. The maximum number of apprentices that may be used on the job site cannot be more than the ratio of apprentices to journeymen allowed in the approved program.

12. Enter daily hours worked on this project, and indicate whether the hours were worked at regular time or overtime.

Note: Overtime begins after 40 hours per week, regardless of job on which hours were worked. See Example "D" on WH-347

13. Enter Total Hours (this job) worked this week.

14. Enter Rate of Pay, "Regular" and "Overtime", as applicable.

Note: "Rate of Pay" should correspond with the wage determination for specific classification if fringe benefit package is provided to employee in addition to wages. If fringe benefits are not provided to employee separately, the "Rate of Pay" should be the TOTAL of hourly wage plus fringe benefits from the wage determination for regular hours worked, and for overtime hours, the "Rate of Pay" should be the hourly wage x 1.5 plus fringe benefits at straight time for each hour worked. See Example "E" on WH-347

15. Calculate and enter Gross Amount Earned.

Note: If employee has worked on more than one project or job this week, divide the "Gross Amount Earned" box with a diagonal line. Enter gross wages due on THIS project on top and gross amount due ALL jobs on bottom. See Example "F" on WH-347

16. Enter deductions.

Note: Payroll deductions as permitted by DOL Regulations 29 CFR Part 3 prohibits the employer from requiring employees to "kick-back" any of their earnings. Only "legally-permissible deductions authorized by the employee" or "financial obligations legally imposed against the employee" may be deducted.

17. Enter Total Deductions.

18. Enter Net Wages Paid For Week. Net Wages = Total Gross Amount earned less Total Deductions. Payroll check will be written for this exact amount.

Note: The WH-348, "Statement of Compliance" is located on the back of the WH-347, or may be a separate document if Certified Payroll Report is submitted on an acceptable format other than the WH-347.

19. Enter date Statement of Compliance is being completed.

20. Enter the "Name of Signatory Party" and "Title".

Note: The Statement of Compliance must be executed by a principal of the firm such as the owner, officer or payroll administrator. Other persons may be authorized in writing by a principal to sign the payroll reports. Signature authorization should be submitted with the first payroll submitted.

21. Read and complete the information in paragraph (1) of the Statement of Compliance, including name of contractor or subcontractor, name of building or work (project), payroll period beginning and ending dates, and any deductions from the payroll which have been made in addition to those legally permissible.
22. Read paragraphs (2) and (3).
23. Check either (a) or (b) in paragraph (4) to indicate whether (a) fringe benefits are paid to approved plans, funds or programs or (b) fringe benefits are added to the hourly wage rate.
24. List any exceptions to 4(a) or 4(b).
25. Print or type name and title of a principal of the firm. Form must be signed with An Original Signature.

ADDITIONAL PAYROLL REQUIREMENTS

All Contractor and Subcontractor must submit Certified Payroll Reports on a weekly basis, within seven days after the regular payment date of the payroll period.

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct.

“No work” payrolls may be submitted whenever there is a temporary break in your work on the project. If you know that your firm will not be working on the project for an extended period of time, you may send a short note to the Labor Standards Officer to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send “no work” payrolls. When your firm returns to work on the project, continue to number the Certified Payroll Reports with the number following the payroll number last submitted.

Every person who performs the work of a laborer or mechanic is “employed” regardless of any contractual relationship which may exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform.

Foremen or supervisors that regularly spend **more than** 20% of their time performing construction work are covered “laborers” and “mechanics” for labor standards purposes.

People whose duties are primarily administrative, managerial or clerical such as office staff, timekeepers, messengers, etc., are *not* covered laborers or mechanics and are therefore excluded from payment of Davis-Bacon wages.

FRINGE BENEFITS

If the applicable wage determination contains an hourly fringe benefit rate, all employees of all contractors and subcontractors must either:

1. Receive recognized benefits equal to that amount for all hours worked on this project;
2. Receive that fringe benefit amount added to the basic hourly wage for all hours worked on this project, or;
3. Receive a combination of recognized fringe benefits and cash payments equal to the fringe benefit amount for all hours worked on this project.

Fringe Benefits include health insurance, retirement, life insurance, vacation and some contributions to training funds. Fringe benefits under Davis-Bacon **do not** include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security, Workmen's Compensation, unemployment insurance, taxes, etc.

The Indiana Department of Commerce does not recognize travel time, bonus payments, or the use of a company vehicle, tools or equipment as bonafide fringe benefits.

Fringe benefit payments must be paid to employees for all hours worked on *this* project, including overtime hours. However, fringe benefits for overtime hours may be paid at the hourly amount listed on the wage determination and do not have to be paid at time and one-half.

Fringe benefit credit will only be given for benefits already received or vested, and **paid directly by the company**. Credit will not be granted for any fringe benefit amount paid for or matched by the employee, or forfeited upon employment termination.

Fringe benefit credit must be calculated on an individual basis. Following are some examples of how credit should be calculated:

1. Hospitalization Insurance Premium of \$100.00 per month. Employee coverage (\$60.00) is provided in full by employer. Family coverage (\$40.00) is paid for by employee through payroll deductions.

Credit for employer paid benefit:

$\$60.00 \times 12 \text{ Months} = \720.00 per year

$\$720.00 \div 2,080 \text{ hours (40 hours per week} \times 52 \text{ weeks)}$

$\$720.00 \div 2,080 = \underline{\$0.35 \text{ per hour fringe benefit credit}}$

2. Vacation Pay = 2 weeks (80 hours) paid at regular (non-prevailing wage rate) of \$15.00 per hour:

$\$15.00 \times 80 \text{ hours} = \$1,200.00 \div 2,080 \text{ hours} = \underline{\$0.58 \text{ per hour fringe benefit credit}}$

<i>Note: Credit for vacation pay may <u>only</u> be claimed if the employee receives it.</i>
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Using the examples given above, if the wage determination shows a basic hourly wage of \$16.58 plus fringe benefits of \$4.45 per hour, your calculations should be:

	\$16.58
	<u>+ 4.45</u>
	\$21.03
Less	-.35 Hospitalization Insurance Hourly Credit
Less	<u>-.58</u> Vacation Pay Hourly Credit
	\$20.00 Hourly Pay Due Employee

U.S. Department of Labor
Wage and Hour and Public
Contracts Division

Form Approved
STATEMENT OF COMPLIANCE

Budget Bureau No. 44-R1093

Date _____

I, _____, do hereby state:
(Name of signatory party)

(Title)

(1) That I pay or supervise the payment of the persons employed by _____ on the
(Contractor or Subcontractor)
_____ ; that during the payroll commencing on the

_____ day of _____, _____ and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Contractor or Subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat., 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

Error! Filename not specified. In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Error! Filename not specified. Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

Remarks

Name and Title	Signature

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

Form WH-348

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To (Appropriate Recipient):	Date:
Address:	Project Number:
Phone #:	Project Name:

1. The undersigned, having executed a contract with _____ for the construction

(City, Town, or County)

of the above-identified project, acknowledges that:

(a) The Labor Standards provisions are included in the aforesaid contract:

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility:

2. He certified that:

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designed as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which said subcontractor has a substantial interest is designed as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten (10) days after the execution of any subcontract, including those executed by his subcontractor and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certified that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partner or officers of the undersigned are:

Name	Title	Address

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest are (If none, so state).

NAME	ADDRESS	NATURE OF INTEREST

- (e) The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state).

NAME	ADDRESS	TRADE CLASSIFICATION

(DATE)

(COMPANY)

by _____
(SIGNATURE)

WARNING

U.S. Criminal Code, Section 1010, Title 18 U.S.C., provides in part: "Whoever, . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To (Appropriate Recipient):	Date:
Address:	Project Number:
Phone #:	Project Name:

1. The undersigned, having executed a contract with _____
 _____ (Contractor or Subcontractor)
 _____ for _____
 _____ (Nature of Work)
 _____ in the amount of \$ _____ in the construction of
 the above-identified project, certifies that:

- (a) The Labor Standards provisions of the Contract For Construction are included in the aforesaid contract.
- (b) Neither he nor any firm, partnership or association in which he has substantial interest is designed as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which said subcontractor has a substantial interest is designed as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

2. He agrees to obtain and forward to the aforementioned recipient within ten (10) days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractor.

(a) The _____ workmen _____ will _____ report _____ for _____ duty _____ on _____ or
 about _____
 _____ (DATE)

3. He certified that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partner or officers of the undersigned are:

Name	Title	Address

- (d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest are (If none, so state).

NAME	ADDRESS	NATURE OF INTEREST

- (e) The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state).

NAME	ADDRESS	TRADE CLASSIFICATION

(DATE)

(SUBCONTRACTOR)
NAME AND TITLE)

(TYPED

by _____
(SIGNATURE)

WARNING

U.S. Criminal Code, Section 1010, Title 18 U.S.C., provides in part: "Whoever, . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**Record of Department of Housing
Employee Interview and Urban Development
Labor Standards OMB Approval: No. 2501-0009**

Project Number: _____	Contractor (Employer): _____
Project Name: _____	Subcontractor (Employer): _____
1. Name of Employee: _____	
2. Home Address and Zip Code: _____ _____	
3. Last date you work on Project before today? _____	Number of hours worked on Project on that date? _____
4. Your hourly rate of pay? \$ _____	4a. Are you currently receiving any benefits? Yes or No
5. Your job classification(s)? _____	Apprentice? Yes or No
6. Your Duties? _____	
7. Tools or Equipment Used? _____	
8. Paid at least time and one-half for all hours worked in excess of 40 hours per week? (If overtime premium pay is not required, enter "inapplicable")	Yes or No
9. Ever threatened, intimidated or coerced into giving up any part of pay?	Yes or No
10. Duties observed by interviewer: _____ _____	
Conform to classification?	Yes or No
11. Remarks: (Continue on reverse side if necessary) _____ _____	
12. Signature of Interviewer: _____ Date of Interview: _____	
<u>Payroll Examination</u>	
13. Remarks: (Continue on reverse side if necessary) _____ _____	
14. Signature of Payroll Examiner: _____ Date of Payroll Examination: _____	